THE HON'BLE MR JUSTICE R. KANTHA RAO

CRP NO. 2854 OF 2003,
CMA NO. 3032 OF 2003,
CMA NO. 3193 OF 2003,
CMA NO. 3276 OF 2003,
CMA NO. 3289 OF 2003,
CMA NO. 1807 OF 2005,
AND
CMA NO. 1971 OF 2007

DATED: 31.01.2012

CRP NO. 2854 OF 2003

Between:
United India Insurance Co.Ltd.

.. Petitioner

And

Smt Megavath Devi and another

.. Respondents

CMA NO. 3032 OF 2003

Between:
United India Insurance Co.Ltd.

.. Appellant

And

K.Sharada and another

.. Respondents

CMA NO. 3193 OF 2003

Between:
United India Insurance Co.Ltd.

.. Appellant

And

K.Krishnaiah and another

... Respondents

CMA NO. 3276 OF 2003

Between:

United India Insurance Co.Ltd.

.. Appellant

And

Rathlawath Ruliya and another

... Respondents

CMA NO. 3289 OF 2003

Between:

United India Insurance Co.Ltd.

.. Appellant

And

Smt Parvathamma and another

... Respondents

CMA NO. 1807 OF 2005

Between:

United India Insurance Co.Ltd.

.. Appellant

And

Katravath Jhamdi @ Lachmi and others

... Respondents

CMA NO. 1971 OF 2007

Between:

United India Insurance Co.Ltd.

.. Appellant

And

Rathlawath Shender and others

... Respondents

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COMMON JUDGMENT:

I have heard Sri Srinivasa Rao Vutla, learned counsel appearing for the appellant and Sri V.Achutharam, learned counsel appearing for the respondents.

2. C.R.P.No.2854 of 2003 is filed by the United India Insurance Company Limited challenging the Award, dated 05.12.2002 passed by the Motor Accident Claims Tribunal-cum-V Additional Chief Judge, City Civil Court, Hyderabad in M.V.O.P.No.2097 of 2000.

3. MA.C.M.A.No.3032 of 2003 is filed by the United India Insurance Company Limited challenging the Award, dated 05.12.2002 passed by the Motor Accident Claims Tribunal-cum-V Additional Chief Judge, City Civil Court, Hyderabad in M.V.O.P.No.1780 of 2000.

4. MA.C.M.A.No.3193 of 2003 is filed by the United India

Insurance Company Limited challenging the Award, dated 05.12.2002 passed by the Motor Accident Claims Tribunal-cum-V Additional Chief Judge, City Civil Court, Hyderabad in M.V.O.P.No.1779 of 2000.

5. MA.C.M.A.No.3276 of 2003 is filed by the United India Insurance Company Limited challenging the Award, dated 05.12.2002 passed by the Motor Accident Claims Tribunal-cum-V Additional Chief Judge, City Civil Court, Hyderabad in M.V.O.P.No.2098 of 2000.

6. MA.C.M.A.No.3289 of 2003 is filed by the United India Insurance Company Limited challenging the Award, dated 05.12.2002 passed by the Motor Accident Claims Tribunal-cum-V Additional Chief Judge, City Civil Court, Hyderabad in M.V.O.P.No.1778 of 2000.

7. MA.C.M.A.No.1807 of 2005 is filed by the United India Insurance Company Limited challenging the Award, dated 11.03.2002 passed by the Motor Accident Claims Tribunal-cum-I Additional District Judge, Ranga Reddy District, L.B.Nagar in M.V.O.P.No.937 of 2000.

8. MA.C.M.A.No.1971 of 2007 is filed by the United India Insurance Company Limited challenging the Award, dated 05.12.2002 passed by the Motor Accident Claims Tribunal-cum-V Additional Chief Judge, City Civil Court, Hyderabad in M.V.O.P.No.1777 of 2000.

9. All these appeals and civil revision petition have been filed by the appellant/insurance company challenging the finding of the learned Tribunal below with regard to liability to pay compensation to the claimants/respondents.

10. Since all these appeals and revision petition have been filed by the same insurance company and the same question arises for consideration in respect of the same accident, though the claimants are different, all these matters are disposed of by the common judgment.

11. The brief facts necessary for considering these appeals and revision are as follows:

According to the claimants, the deceased in M.A.C.M.A.No.1807 of 2005 and the injured claimants boarded a van bearing No.ATT 9293 belonging to Shaik Abdul Kareem, second respondent along with vegetables for the purpose of selling them in the market on 26.08.2000 and on the way at about 02.15 PM, the driver of the van lost control over the vehicle, as a result of which the vehicle turned turtle. The persons, who travelled in the van along with their goods (vegetables) sustained injuries. Out of them, the deceased in MACMA.No.1807 of 2005 died in consequence of the injuries received in the accident and therefore, his legal representatives filed claim petition on account of his death in the motor vehicle accident; whereas the remaining cases have been filed by the injured claimants.

12. The appellant/insurance company contended before the learned Tribunal that all the persons, who received injuries were travelling in the van which is a goods vehicle as passengers and therefore, the appellant/insurance company is not liable to pay compensation.

13. In all the cases, the evidence was let in by the claimants to the

effect that the persons were travelling in the van at the time of the accident as owners of the goods viz. the vegetables and therefore, the contention of the claimants in all these cases is that the insurance company is liable to pay compensation.

14. The learned Tribunal considering the evidence adduced on behalf o the claimants recorded a specific finding that the persons, who received injuries, were travelling in the van as the owner of the goods and that the insurance company cannot avoid liability to pay compensation. The Tribunal also took into consideration the fact that no contra evidence showing that the persons travelled in the vehicle as passengers was adduced by the appellant/insurance company. Section 147(1)(i) of the Motor Vehicles (Amendment), Act which came in to force with effect from 14.11.1994 lays down that the insurance company is liable to pay compensation in respect of death or bodily injury to any person including owner of the goods or his authorized representative carried in the vehicle or damage to any property of the third party caused by or arising out of the use of the vehicle in the public place.

15. In the instant cases, admittedly, all the persons, who are agriculturists, are carrying the vegetables to sell them in the market and therefore, undoubtedly they can be said to be the owners of the goods, as rightly held by the learned Tribunal. In view of the fact that the accident occurred on 26.08.2000, the insurance company is liable to pay compensation to the claimants. Therefore, the finding of the Tribunal that the owner and insurance company are jointly and severally liable to pay compensation cannot be interfered with.

However, the interest awarded by the Tribunal below at the rate of 9% per annum being on higher side, is reduced to 7.5% per annum from the date of petition till the date of realisation.

16. For the foregoing reasons, the appeals and revision petition filed by the insurance company fail and they are dismissed. However, as the interest awarded by the Tribunal below at the rate of 9% per annum being on higher side is reduced to 7.5% per annum from the date of petition till the date of realisation. There shall be no order as to costs.

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Date: 31.01.2012 R. KANTHA

RAO, J

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